IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

WEDNESDAY, THE FIFTEENTH DAY OF DECEMBER
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MR JUSTICE N.V. RAMANA

WRIT PETITION NO. 22778 of 2004

Between:

Tummala Seshu Babu S/o.Krishna Murthy
Chinamuthevi, Movva (M),
Krishna Dist.

..... PETITIONER

AND

1 Panchayat Extension Officer Praja Parishad,
Movva Mandal, Movva,
Krishna Dist.
2 The Sarpanch Gram Panchayat
Chinamuktevi, Movva (M),
Krishna Dist.
3 Ande Pitchaiah S/o.Punnaiah
Chinamuktevi, Movva (M),
Krishna Dist.

.....RESPONDENTS

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed herein the High Court may be pleased to issue a writ, order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the respondents in conducting fresh auction for

the year 2004-2007 pertaining to "Tummabatlavari Tank" is illegal, arbitrary and improper and violative of Article 14 of the Constitution of India and the same is liable to be set-aside and on which the petitioner is having lease hold rights since 2002 to 2005 and consequently direct the respondents to restore the lease hold rights as it is allotted by previous auction from 2002-2005.

Counsel for the Petitioner: MRS.Y.ANUPAMA DEVI

Counsel for the Respondent Nos.1 and 2: MR.SRINIVAS DAMMALAPATI

Counsel for the Respondent No.3: ----

The Court, at the stage of admission, made the following :

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THE HON'BLE SRI JUSTICE N.V. RAMANA

W.P. No. 22778 of 2004

O r d e r:

The petitioner claims to be the highest bidder in respect of the leasehold rights of "Tummabatlavari Tank" situated in Chinnamuktevi village under the second respondent-Gram Panchayat, for a period of three years from 2001-2004. Though he was the highest bidder for the lease years 2001-2004, the petitioner states that as the Tank was under repairs under 'Food for Work' programme till October, 2002 he was allowed to exercise the leasehold rights over the Tank only from October, 2002 instead of October, 2001, the year in which the lease was to commence. The petitioner states that as he was allowed to exercise the leasehold rights over the

Tank from October, 2002, he should be allowed to continue to exercise the leasehold rights over the Tank till September, 2005 when the three year period would end. Now, it is the grievance of the petitioner that the official respondents without issuing any prior notice conducted auction of leasehold rights over the Tank for the period 2004-2007, on 16-11-2004, in which respondent No.3 was declared the highest bidder. It is this action of the official respondents, which the petitioner seeks to challenge in this writ petition.

Heard the learned counsel for the petitioner and the learned Standing Counsel for the Gram Panchayat.

The learned counsel for the petitioner submitted that though the petitioner is the highest bidder for the leasehold rights in respect of the Tank for the years 2001-2004, but having regard to the fact that the petitioner was allowed to exercise the leasehold rights over the Tank only from October, 2002 he should be allowed to continue to exercise leasehold rights over the Tank up to September, 2005, by which time the three years lease period would come to an end. She thus contends that the action of the official respondents in conducting auction of the leasehold rights over the Tank even before expiry of his lease period, is illegal and arbitrary.

The petitioner though contended that he was allowed to exercise the leasehold rights over the Tank from October, 2002 being the highest bidder for the lease period from 2001-2004, he has not produced any material, much less, the lease agreement to show as to on which date the three year lease agreement commenced. But as can be seen from the reply notice dated
24-11-2004 sent by Gram Panchayat to the legal notice dated
19-11-2004 got issued by the petitioner, which are filed along with the writ petition, the auction of the leasehold rights for three year period having been held on 1-10-2001, expired on 30-6-2004. Since the date of auction of the leasehold rights of the Tank, it appears, the petitioner was in possession of the Tank. Under the “Food for Work”, it is stated in the reply notice that the official respondents except undertaking minor repairs, have not undertaken any major works, which disturbed the possession of the petitioner over the Tank, resulting in non-exercising of the leasehold rights over the Tank. When once the lease agreement itself has expired, no right vests in the petitioner to continue to be in possession of the Tank, and in the absence of any material, much less the lease agreement, the contention of the petitioner that though he was the lessee for the period from 2001-2004, he was

allowed to exercise his leasehold rights over the Tank only from October, 2002, and not from October, 2001, cannot be accepted, and as such no exception can be taken to the action of the official respondents in conducting auction of the leasehold rights of the Tank, after expiry of the three year lease period of the petitioner on 30-6-2004 .

The writ petition is devoid of merit, and the same is accordingly dismissed. No costs.

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N.V. RAMANA, J

Date: 15th December, 2004

KSR

To

1 Panchayat Extension Officer Praja Parishad,
Movva Mandal, Movva,
Krishna Dist.
2 The Sarpanch Gram Panchayat
Chinamuktevi, Movva (M),
Krishna Dist.
3 Two CD copies.